

16544-C

WHITE & CASE

1747 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C.
333 SOUTH HOPE STREET, LOS ANGELES
200 SOUTH BISCAYNE BOULEVARD MIAMI
20 PLACE VENDÔME PARIS
66 GRESHAM STREET, LONDON
BIRGER JARLSGATAN 14 STOCKHOLM

1155 AVENUE OF THE AMERICAS
NEW YORK, NEW YORK 10036-2787
(212) 819-8200
FACSIMILE (212) 354-8113
TELEX 126201

20-5, ICHIBANCHO, CHIYODA-KU TOKYO
15 QUEEN'S ROAD CENTRAL, HONG KONG
50 RAFFLES PLACE, SINGAPORE
CUMHURİYET CADDESİ 12/10 İSTANBUL
ZIYA UR RAHMAN CADDESİ 17/5 ANKARA
2013 WALI AL-AHD (P.O. BOX 2256), JEDDAH

RECORDATION NO. 16544-C FILED 1425

DME:LCO

DEC 27 1989 - 8 40 AM

December 27, 1989

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Recordations Unit
Room 2303
Interstate Commerce Commission
12th and Constitution Avenue, N.W.
Washington, D.C. 20423

Attention: Ms. Mildred Lee

Dear Ms. Lee:

Enclosed is an original and one certified true copy of the document described below, to be recorded pursuant to 49 U.S.C. § 11303. This document, Lease and Indenture Supplement No. 2 and Amendment, dated December 27, 1989, is a secondary document. The primary documents to which the foregoing document is connected are recorded under Recordation No. 16544 and Recordation No. 16544-A.

The names and addresses of the parties to such documents are as follows:

The Connecticut National Bank
777 Main Street
Hartford, CT 06115

CSX Transportation, Inc.
100 N. Charles Street
Baltimore, MD 21201

CT. Kappler
Christy Kappler

Mercantile-Safe Deposit and Trust Company
2 Hopkins Plaza
Baltimore, MD 21203

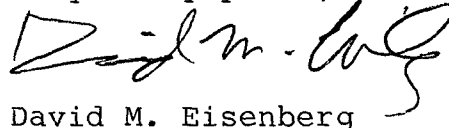
A description of the equipment covered by each of these documents follows: Open Top Hopper Cars, Gondola Cars and 100-ton Woodchip Cars. The identifying marks for this equipment are provided in Appendix A attached hereto.

A filing fee of \$15.00 is enclosed. Please return to the undersigned the original and any extra copies needed by the Commission for recordation.

A short summary of the document, to appear in the index, follows:

Lease and Indenture Supplement No. 2 and Amendment, dated December 27, 1989, among The Connecticut National Bank, not in its individual capacity but as otherwise expressly provided therein but solely as trustee, as Owner Trustee, CSX Transportation, Inc., as Lessee, and Mercantile-Safe Deposit and Trust Company, as Indenture Trustee, covering up to 369 Open Top Hopper Cars, Gondola Cars and 100-ton Woodchip Cars identified by the Lessee in Annex 1 thereto.

Very truly yours,


David M. Eisenberg

Enclosures

cc: Marianne Rosenberg, Esq.
Donna M. Mazzaferro, Esq.

PNC TRUST NUMBER 3 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	803875
OPEN TOP HOPPER	CSXT	803881
	CSXT	803882
	CSXT	803889
	CSXT	803891
	CSXT	803894
	CSXT	803895
	CSXT	803898
	CSXT	803900
	CSXT	803920
	CSXT	803924
	CSXT	803925
	CSXT	803926
	CSXT	803931
	CSXT	803935
	CSXT	803937
	CSXT	803940
	CSXT	803942
	CSXT	803945
	CSXT	804213
	CSXT	804217
	CSXT	804242
	CSXT	804275
	CSXT	804349
	CSXT	804355
	CSXT	804368
	CSXT	804395
	CSXT	804397
	CSXT	804414
	CSXT	804491
	CSXT	804555
	CSXT	804604
	CSXT	804613
	CSXT	804648
	CSXT	804711
	CSXT	804753
	CSXT	804757
	CSXT	804799
	CSXT	804830
	CSXT	804876
	CSXT	804882
	CSXT	804924
	CSXT	804925
	CSXT	804969
	CSXT	805041
	CSXT	805043
	CSXT	805046
	CSXT	805057
	CSXT	805120
	CSXT	805166
	CSXT	805175
	CSXT	805188
	CSXT	805197

PNC TRUST NUMBER 3 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	805207
CSXT	805214
CSXT	805239
CSXT	805262
CSXT	805268
CSXT	805289
CSXT	805328
CSXT	805381
CSXT	805397
CSXT	805403
CSXT	805440
CSXT	805443
CSXT	805460
CSXT	805462
CSXT	805477
CSXT	805496
CSXT	805503
CSXT	805509
CSXT	805533
CSXT	805554
CSXT	805633
CSXT	805654
CSXT	805695
CSXT	805711
CSXT	805715
CSXT	805721
CSXT	805729
CSXT	805781
CSXT	805786
CSXT	805804
CSXT	805862

CAR TYPE TOTAL:

84

PNC TRUST NUMBER 3 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	703352
GONDOLA	CSXT	703354
	CSXT	703442
	CSXT	703452
	CSXT	703459
	CSXT	703504
	CSXT	703509
	CSXT	703530
	CSXT	703569
	CSXT	703573
	CSXT	703592
	CSXT	703608
	CSXT	703613
	CSXT	703631
	CSXT	703634
	CSXT	703635
	CSXT	703660
	CSXT	703669
	CSXT	703682
	CSXT	703698
	CSXT	703704
	CSXT	703737
	CSXT	703756
	CSXT	703763
	CSXT	703765
	CSXT	703776
	CSXT	703798
	CSXT	703813
	CSXT	703827
	CSXT	703849
	CSXT	703866
	CSXT	703867
	CSXT	703868
	CSXT	703869
	CSXT	703871
	CSXT	703872
	CSXT	703873
	CSXT	703875
	CSXT	703876
	CSXT	703877
	CSXT	703879
	CSXT	703880
	CSXT	703883
	CSXT	703884
	CSXT	703885
	CSXT	703886
	CSXT	703887
	CSXT	703888
	CSXT	703889
	CSXT	703890
	CSXT	703892
	CSXT	703893
	CSXT	703894

PNC TRUST NUMBER 3 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	703895
CSXT	703896
CSXT	703897
CSXT	703898
CSXT	703899
CSXT	703900
CSXT	703901
CSXT	703902
CSXT	703903
CSXT	703904
CSXT	703905
CSXT	703906
CSXT	703907
CSXT	703908
CSXT	703909
CSXT	703910
CSXT	703911
CSXT	703912
CSXT	703913
CSXT	703914
CSXT	703915
CSXT	703916
CSXT	703917
CSXT	703918
CSXT	703919
CSXT	703920
CSXT	703921
CSXT	703922
CSXT	703923
CSXT	703924
CSXT	703925
CSXT	703926
CSXT	703927
CSXT	703928
CSXT	703930
CSXT	703933
CSXT	703934
CSXT	703935
CSXT	703936
CSXT	703937
CSXT	703939
CSXT	703940
CSXT	703942
CSXT	703944
CSXT	703945
CSXT	703946
CSXT	703947
CSXT	703948
CSXT	703949
CSXT	703950
CSXT	703951
CSXT	703952
CSXT	703954

PNC TRUST NUMBER 3 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	703955
CSXT	703956
CSXT	703957
CSXT	703958
CSXT	703959
CSXT	703960
CSXT	703961
CSXT	703962
CSXT	703963
CSXT	703965
CSXT	703966
CSXT	703967
CSXT	703968
CSXT	703969
CSXT	703970
CSXT	703971
CSXT	703972
CSXT	703973
CSXT	703974
CSXT	703975
CSXT	703976
CSXT	703978
CSXT	703979
CSXT	703980
CSXT	703981
CSXT	703982
CSXT	703983
CSXT	703984
CSXT	703985
CSXT	703987
CSXT	703988
CSXT	703989
CSXT	703990
CSXT	703991
CSXT	703992
CSXT	703994
CSXT	703995
CSXT	703996
CSXT	703997
CSXT	703999
CSXT	704000
CSXT	704002
CSXT	704003
CSXT	704004
CSXT	704005
CSXT	704006
CSXT	704007
CSXT	704008
CSXT	704009
CSXT	704010
CSXT	704011
CSXT	704012
CSXT	704013

PNC TRUST NUMBER 3 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	704014
CSXT	704015
CSXT	704017
CSXT	704018
CSXT	704021
CSXT	704022
CSXT	704023
CSXT	704024
CSXT	704026
CSXT	704027
CSXT	704028
CSXT	704029
CSXT	704030
CSXT	704031
CSXT	704032
CSXT	704033
CSXT	704034
CSXT	704035
CSXT	704036
CSXT	704037
CSXT	704038
CSXT	704039
CSXT	704040
CSXT	704041
CSXT	704042
CSXT	704043
CSXT	704044
CSXT	704045
CSXT	704046
CSXT	704047
CSXT	704048
CSXT	704049
CSXT	704050
CSXT	704051
CSXT	704052
CSXT	704053
CSXT	704054
CSXT	704055
CSXT	704056
CSXT	704057
CSXT	704058
CSXT	704059
CSXT	704061
CSXT	704062
CSXT	704063
CSXT	704064
CSXT	704066
CSXT	704067
CSXT	704068
CSXT	704071
CSXT	704072
CSXT	704073
CSXT	704075

PNC TRUST NUMBER 3 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	704076
CSXT	704077
CSXT	704078
CSXT	704079
CSXT	704083
CSXT	704087
CSXT	704088
CSXT	704089
CSXT	704091
CSXT	704092
CSXT	704093
CSXT	704094
CSXT	704095
CSXT	704096
CSXT	704097
CSXT	704098
CSXT	704099
CSXT	704100
CSXT	704101
CSXT	704102
CSXT	704104
CSXT	704105
CSXT	704106
CSXT	704107
CSXT	704108
CSXT	704109
CSXT	704110
CSXT	704111
CSXT	704115
CSXT	704116
CSXT	704117
CSXT	704118
CSXT	704119
CSXT	704120
CSXT	704122
CSXT	704123
CSXT	704124
CSXT	704125
CSXT	704126
CSXT	704127
CSXT	704129
CSXT	704131
CSXT	704133
CSXT	704136
CSXT	704137
CSXT	704138
CSXT	704139
CSXT	704140
CSXT	704141
CSXT	704142
CSXT	704144
CSXT	704145
CSXT	704147

PNC TRUST NUMBER 3 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
CSXT	704148
CSXT	704149
CSXT	704150
CSXT	704151
CSXT	704152
CSXT	704154
CSXT	704155
CSXT	704157
CSXT	704158
CSXT	704159
CSXT	704160
CSXT	704162
CSXT	704163
CSXT	704165
CSXT	704168
CSXT	704169
CSXT	704170
CSXT	704173

CAR TYPE TOTAL:

283

PNC TRUST NUMBER 3 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:		
100 TON WOOD CHIP	CSXT	432509
HOPPER	CSXT	432517
	-----	-----
CAR TYPE TOTAL:	2	
GRAND TOTAL:	369	

RECORDATION NO. 16544-C

DEC 27 1989 -8 40 AM

INTERSTATE COMMERCE COMMISSION

LEASE AND INDENTURE SUPPLEMENT NO. 2
AND AMENDMENT

Dated December 27, 1989

Among

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
not in its individual capacity but solely as trustee,
Indenture Trustee

OPEN TOP HOPPER CARS
GONDOLA CARS
100-TON WOODCHIP HOPPER CARS

ALL RIGHT, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT AND TO THE RAILCARS COVERED HEREBY ON THE PART OF THE CONNECTICUT NATIONAL BANK, AS OWNER TRUSTEE, HAS BEEN ASSIGNED TO AND IS SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, UNDER AN INDENTURE AND SECURITY AGREEMENT NO.3 DATED AS OF SEPTEMBER 3, 1989. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION
PURSUANT TO 49 U.S.C. § 11303 ON _____, 1989
AT ____ A.M., RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 2 AND AMENDMENT, dated December 27, 1989, among THE CONNECTICUT NATIONAL BANK, a national banking association, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement No. 3 dated as of September 3, 1989 (the "Trust Agreement") with MANUBANK LEASING CORPORATION, a Michigan corporation, CSX TRANSPORTATION, INC., a Virginia corporation ("Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H :

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the other parties thereto, heretofore entered into a Participation Agreement No. 3 (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement No. 3 (the "Lease") dated as of September 3, 1989, and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture and Security Agreement No. 3 (the "Indenture") dated as of September 3, 1989 (capitalized terms used herein without definitions having the respective meanings set forth in Appendix X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on each Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from Seller, the Railcars to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on such Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Railcars under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Railcars to the lien of the Indenture;

WHEREAS, the Lessor, the Lessee and the Indenture Trustee have executed and delivered Lease and Indenture Supplement No. 1 ("Lease and Indenture Supplement No. 1")

dated September 29, 1989 filed with the ICC on September 29, 1989 (Recordation No. 16544-B); and

WHEREAS, the parties hereto and thereto wish to amend Lease and Indenture Supplement No. 1 as well as the amortization schedules to each of the Notes executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Railcars listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Railcars for all purposes hereof and of the Lease as being in accordance with the Statement of Specifications attached as an exhibit to the Appraisal for such Railcars and in good working order.

3. The aggregate Lessor's Cost of the Railcars leased hereunder is \$9,641,300 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Open Top Hopper Car, Gondola Car and 100-ton Woodchip Car leased hereunder are set forth on Schedule 1 hereto. The Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2A, 3A and 4A hereto shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof, the Stipulated Loss Values, Termination Values and Basic Rent set forth, respectively, on Schedules 2B, 3B and 4B hereto shall be applicable in respect of the Gondola Cars and the 100-ton Woodchip Cars leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 2 and Amendment, on the Basic Term Commencement Date to pay Interim Rent to Lessor for each Railcar leased hereunder as provided for in the Lease and on each Payment Date during the Basic Term to pay Basic Rent to Lessor for each Railcar leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on the Notes issued on the date hereof and on the other Notes, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Railcars listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 2 and Amendment, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns for its and their own use and benefit forever.

6. Effective on and as of the Initial Closing Date, Schedules 2A, 2B, 3A, 3B, 4A and 4B to Lease and Indenture Supplement No. 1 are deleted in their entirety and new Schedules 2A, 2B, 3A, 3B, 4A and 4B in the form attached hereto as Exhibit A, are inserted in lieu thereof.

7. Effective on and as of the Initial Closing Date, the amortization schedule attached as Schedule 1 to each Series A Note executed and delivered pursuant to the Indenture in connection with the Closing held on September 29, 1989 is deleted in its entirety and new Schedule 1 in the form attached hereto as Exhibit B, including Exhibits B-1 and B-2, is inserted in lieu thereof.

8. Effective on and as of the Initial Closing Date, the amortization schedule attached thereto as Schedule 1 to each Series B Note executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989 is deleted in its entirety and new Schedule 1 in the form attached hereto as Exhibit C, including Exhibits C-1 and C-2, is inserted in lieu thereof.

9. Except as expressly amended hereby, all provisions of Lease and Indenture Supplement No. 1, and each Series A and Series B Note executed and delivered pursuant to the Indenture in connection with the Closing which occurred on September 29, 1989 shall remain unaffected and in full force and effect.

10. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 2 and Amendment to the same extent as if fully set forth herein.

11. This Lease and Indenture Supplement No. 2 and Amendment may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered

shall be an original, but all such counterparts shall together constitute but one and the same instrument.

12. This Lease and Indenture Supplement No. 2 and Amendment is being delivered in the State of New York and shall in all respects be governed by, and construed in accordance with, the laws of the State of New York, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 and Amendment to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as Owner Trustee

By

Title:


PHILIP G. KANE, JR.
VICE PRESIDENT

Lessee

CSX TRANSPORTATION, INC.

By

Title:

[Corporate Seal]

Attest:

By:

Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capacity but solely as Indenture Trustee

By

Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No.
2 to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capac-
ity but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. B. [Signature]
Title: ~~Treasurer~~

[Corporate Seal]

Attest:

By: _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY,
not in its individual capac-
ity but solely as Indenture
Trustee

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture Trustee have caused this Lease and Indenture Supplement No. 2 and Amendment to be duly executed on the date and year set forth in the opening paragraph hereof.

Lessor/Owner Trustee

THE CONNECTICUT NATIONAL BANK,
not in its individual capacity but solely as Owner Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

[Corporate Seal]

Attest:

By: 
Title: CORPORATE TRUST OFFICER

Indenture Trustee

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY,
not in its individual capacity but solely as Indenture Trustee

By 
Title: VICE PRESIDENT

STATE OF Connecticut)
: ss.: Hartford
COUNTY OF Hartford)

On this 27th day of DEC, 1989, before me personally appeared PHILIP G. KANE, Jr, to be personally known, who, being by me duly sworn, says that he is Vice President of The Connecticut National Bank that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Michelle K. Blezard
Notary Public

MICHELLE K. BLEZARD
NOTARY PUBLIC
MY COMMISSION EXPIRES MARCH 31, 1994

My Commission Expires:

[Notary Seal]

STATE OF MARYLAND)

: SS. :

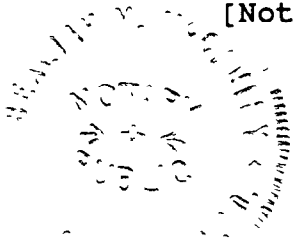
CITY OF BALTIMORE)

On this 21st day of Dec, 1989, before me personally appeared A. B. Aftoora, to be personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Beulah M. McCanley
Notary Public

My Commission Expires: July 1, 1990

[Notary Seal]



STATE OF Maryland)
 : ss.:
COUNTY OF Baltimore)

On this 27th day of Dec, 1989, before me personally appeared John M. McFenley, to be personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Gilda Lee Haly
Notary Public

My Commission Expires: 7/1/90

[Notary Seal]

SCHEDULE 1
to
Lease and Indenture
Supplement No. 2 and Amendment

SCHEDULE OF RAILCARS TO BE DELIVERED

Open Top Hopper Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
84	*	\$30,900	\$2,595,600

Gondola Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
283	*	\$24,700	\$6,990,100

100-ton Woodchip Cars

<u>Quantity of Units</u>	<u>Serial Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
2	*	\$27,800	\$55,600

* See tables attached hereto.

PNC TRUST NUMBER 3 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	803875
OPEN TOP HOPPER	CSXT	803881
	CSXT	803882
	CSXT	803889
	CSXT	803891
	CSXT	803894
	CSXT	803895
	CSXT	803898
	CSXT	803900
	CSXT	803920
	CSXT	803924
	CSXT	803925
	CSXT	803926
	CSXT	803931
	CSXT	803935
	CSXT	803937
	CSXT	803940
	CSXT	803942
	CSXT	803945
	CSXT	804213
	CSXT	804217
	CSXT	804242
	CSXT	804275
	CSXT	804349
	CSXT	804355
	CSXT	804368
	CSXT	804395
	CSXT	804397
	CSXT	804414
	CSXT	804491
	CSXT	804555
	CSXT	804604
	CSXT	804613
	CSXT	804648
	CSXT	804711
	CSXT	804753
	CSXT	804757
	CSXT	804799
	CSXT	804830
	CSXT	804876
	CSXT	804882
	CSXT	804924
	CSXT	804925
	CSXT	804969
	CSXT	805041
	CSXT	805043
	CSXT	805046
	CSXT	805057
	CSXT	805120
	CSXT	805166
	CSXT	805175
	CSXT	805188
	CSXT	805197

PNC TRUST NUMBER 3 - DECEMBER 27, 1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:	CSXT	703352
GONDOLA	CSXT	703354
	CSXT	703442
	CSXT	703452
	CSXT	703459
	CSXT	703504
	CSXT	703509
	CSXT	703530
	CSXT	703569
	CSXT	703573
	CSXT	703592
	CSXT	703608
	CSXT	703613
	CSXT	703631
	CSXT	703634
	CSXT	703635
	CSXT	703660
	CSXT	703669
	CSXT	703682
	CSXT	703698
	CSXT	703704
	CSXT	703737
	CSXT	703756
	CSXT	703763
	CSXT	703765
	CSXT	703776
	CSXT	703798
	CSXT	703813
	CSXT	703827
	CSXT	703849
	CSXT	703866
	CSXT	703867
	CSXT	703868
	CSXT	703869
	CSXT	703871
	CSXT	703872
	CSXT	703873
	CSXT	703875
	CSXT	703876
	CSXT	703877
	CSXT	703879
	CSXT	703880
	CSXT	703883
	CSXT	703884
	CSXT	703885
	CSXT	703886
	CSXT	703887
	CSXT	703888
	CSXT	703889
	CSXT	703890
	CSXT	703892
	CSXT	703893
	CSXT	703894

PNC TRUST NUMBER 3 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	703895
CSXT	703896
CSXT	703897
CSXT	703898
CSXT	703899
CSXT	703900
CSXT	703901
CSXT	703902
CSXT	703903
CSXT	703904
CSXT	703905
CSXT	703906
CSXT	703907
CSXT	703908
CSXT	703909
CSXT	703910
CSXT	703911
CSXT	703912
CSXT	703913
CSXT	703914
CSXT	703915
CSXT	703916
CSXT	703917
CSXT	703918
CSXT	703919
CSXT	703920
CSXT	703921
CSXT	703922
CSXT	703923
CSXT	703924
CSXT	703925
CSXT	703926
CSXT	703927
CSXT	703928
CSXT	703930
CSXT	703933
CSXT	703934
CSXT	703935
CSXT	703936
CSXT	703937
CSXT	703939
CSXT	703940
CSXT	703942
CSXT	703944
CSXT	703945
CSXT	703946
CSXT	703947
CSXT	703948
CSXT	703949
CSXT	703950
CSXT	703951
CSXT	703952
CSXT	703954

PNC TRUST NUMBER 3 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	703955
CSXT	703956
CSXT	703957
CSXT	703958
CSXT	703959
CSXT	703960
CSXT	703961
CSXT	703962
CSXT	703963
CSXT	703965
CSXT	703966
CSXT	703967
CSXT	703968
CSXT	703969
CSXT	703970
CSXT	703971
CSXT	703972
CSXT	703973
CSXT	703974
CSXT	703975
CSXT	703976
CSXT	703978
CSXT	703979
CSXT	703980
CSXT	703981
CSXT	703982
CSXT	703983
CSXT	703984
CSXT	703985
CSXT	703987
CSXT	703988
CSXT	703989
CSXT	703990
CSXT	703991
CSXT	703992
CSXT	703994
CSXT	703995
CSXT	703996
CSXT	703997
CSXT	703999
CSXT	704000
CSXT	704002
CSXT	704003
CSXT	704004
CSXT	704005
CSXT	704006
CSXT	704007
CSXT	704008
CSXT	704009
CSXT	704010
CSXT	704011
CSXT	704012
CSXT	704013

PNC TRUST NUMBER 3 - DECEMBER 27,1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	704014
CSXT	704015
CSXT	704017
CSXT	704018
CSXT	704021
CSXT	704022
CSXT	704023
CSXT	704024
CSXT	704026
CSXT	704027
CSXT	704028
CSXT	704029
CSXT	704030
CSXT	704031
CSXT	704032
CSXT	704033
CSXT	704034
CSXT	704035
CSXT	704036
CSXT	704037
CSXT	704038
CSXT	704039
CSXT	704040
CSXT	704041
CSXT	704042
CSXT	704043
CSXT	704044
CSXT	704045
CSXT	704046
CSXT	704047
CSXT	704048
CSXT	704049
CSXT	704050
CSXT	704051
CSXT	704052
CSXT	704053
CSXT	704054
CSXT	704055
CSXT	704056
CSXT	704057
CSXT	704058
CSXT	704059
CSXT	704061
CSXT	704062
CSXT	704063
CSXT	704064
CSXT	704066
CSXT	704067
CSXT	704068
CSXT	704071
CSXT	704072
CSXT	704073
CSXT	704075

PNC TRUST NUMBER 3 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
-----	-----
CSXT	704076
CSXT	704077
CSXT	704078
CSXT	704079
CSXT	704083
CSXT	704087
CSXT	704088
CSXT	704089
CSXT	704091
CSXT	704092
CSXT	704093
CSXT	704094
CSXT	704095
CSXT	704096
CSXT	704097
CSXT	704098
CSXT	704099
CSXT	704100
CSXT	704101
CSXT	704102
CSXT	704104
CSXT	704105
CSXT	704106
CSXT	704107
CSXT	704108
CSXT	704109
CSXT	704110
CSXT	704111
CSXT	704115
CSXT	704116
CSXT	704117
CSXT	704118
CSXT	704119
CSXT	704120
CSXT	704122
CSXT	704123
CSXT	704124
CSXT	704125
CSXT	704126
CSXT	704127
CSXT	704129
CSXT	704131
CSXT	704133
CSXT	704136
CSXT	704137
CSXT	704138
CSXT	704139
CSXT	704140
CSXT	704141
CSXT	704142
CSXT	704144
CSXT	704145
CSXT	704147

PNC TRUST NUMBER 3 - DECEMBER 27, 1989

NEW INITIAL	NEW NUMBER
CSXT	704148
CSXT	704149
CSXT	704150
CSXT	704151
CSXT	704152
CSXT	704154
CSXT	704155
CSXT	704157
CSXT	704158
CSXT	704159
CSXT	704160
CSXT	704162
CSXT	704163
CSXT	704165
CSXT	704168
CSXT	704169
CSXT	704170
CSXT	704173

CAR TYPE TOTAL:

283

PNC TRUST NUMBER 3 - DECEMBER 27,1989

	NEW INITIAL	NEW NUMBER
	-----	-----
CAR TYPE:		
100 TON WOOD CHIP	CSXT	432509
HOPPER	CSXT	432517
	-----	-----
CAR TYPE TOTAL:	2	
GRAND TOTAL:	369	

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 2
and Amendment

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003 the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003 the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after June 15, 2003 the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.33748023
December 15, 1990	109.36453548
June 15, 1991	107.28035696
December 15, 1991	107.84529310
June 15, 1992	105.33692653
December 15, 1992	105.71322299
June 15, 1993	102.77401679
December 15, 1993	103.03174708
June 15, 1994	99.69491058
December 15, 1994	99.86193847
June 15, 1995	96.10223193
December 15, 1995	96.17832863
June 15, 1996	91.97092284
December 15, 1996	92.00576019
June 15, 1997	85.08050435
December 15, 1997	85.18775125
June 15, 1998	77.73836477
December 15, 1998	77.99241143
June 15, 1999	69.99948592
December 15, 1999	63.43906853
June 15, 2000	61.69158601
December 15, 2000	62.24771080
June 15, 2001	53.08771138
December 15, 2001	53.24146066
June 15, 2002	43.71842356
December 15, 2002	44.01365472
June 15, 2003	33.83318623
December 15, 2003	21.67534769
June 15, 2004	22.53999999

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 2
and Amendment

STIPULATED LOSS VALUE
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	106.98756915
December 15, 1990	108.00707176
June 15, 1991	106.01178638
December 15, 1991	106.59324578
June 15, 1992	104.16560321
December 15, 1992	104.55938028
June 15, 1993	101.70704139
December 15, 1993	101.98173479
June 15, 1994	98.73721085
December 15, 1994	98.92031400
June 15, 1995	95.25924933
December 15, 1995	95.35060317
June 15, 1996	91.24842551
December 15, 1996	91.29638342
June 15, 1997	84.50421588
December 15, 1997	84.61836327
June 15, 1998	77.30492640
December 15, 1998	77.55893419
June 15, 1999	69.70996682
December 15, 1999	61.43081412
June 15, 2000	61.51484776
December 15, 2000	62.18187688
June 15, 2001	53.11817600
December 15, 2001	53.35937729
June 15, 2002	43.92448601
December 15, 2002	44.25105450
June 15, 2003	34.20534552
December 15, 2003	22.20847496
June 15, 2004	23.12000000

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 2
and Amendment

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	107.91884491
December 15, 1990	108.92596550
June 15, 1991	106.82090307
December 15, 1991	107.36396085
June 15, 1992	104.83267411
December 15, 1992	105.18495898
June 15, 1993	102.22059781
December 15, 1993	102.45197528
June 15, 1994	99.08753111
December 15, 1994	99.22563668
June 15, 1995	95.43563060
December 15, 1995	95.47998496
June 15, 1996	91.23932530
December 15, 1996	91.23932530
June 15, 1997	84.27757322
December 15, 1997	84.34658599
June 15, 1998	76.85714475
December 15, 1998	77.06922931
June 15, 1999	69.03234354
December 15, 1999	62.42587258
June 15, 2000	60.63014350
December 15, 2000	61.13572432
June 15, 2001	51.92277412
December 15, 2001	52.02105119
June 15, 2002	42.43990040
December 15, 2002	42.67425060
June 15, 2003	32.43000211
December 15, 2003	20.20534648
June 15, 2004	20.99999999

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 2
and Amendment

TERMINATION VALUE
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	106.41126598
December 15, 1990	107.40332608
June 15, 1991	105.37929142
December 15, 1991	105.93063255
June 15, 1992	103.47143754
December 15, 1992	103.83215970
June 15, 1993	100.94519188
December 15, 1993	101.18360739
June 15, 1994	97.90107806
December 15, 1994	98.04436608
June 15, 1995	94.34159036
December 15, 1995	94.38924695
June 15, 1996	90.24129124
December 15, 1996	90.24129124
June 15, 1997	83.39888212
December 15, 1997	83.46039551
June 15, 1998	76.09181832
December 15, 1998	76.28806010
June 15, 1999	68.37857600
December 15, 1999	60.03602489
June 15, 2000	60.05364118
December 15, 2000	60.65109030
June 15, 2001	51.51449613
December 15, 2001	51.67933308
June 15, 2002	42.16444115
December 15, 2002	42.40719948
June 15, 2003	32.27368946
December 15, 2003	20.18483694
June 15, 2004	21.00000000

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 2
and Amendment

BASIC RENT
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.77231174
June 15, 1991	6.69429258
December 15, 1991	3.74738886
June 15, 1992	6.71921547
December 15, 1992	3.60860456
June 15, 1993	6.85799977
December 15, 1993	3.45685778
June 15, 1994	7.00974655
December 15, 1994	3.29093790
June 15, 1995	7.17566643
December 15, 1995	3.10952105
June 15, 1996	7.35708328
December 15, 1996	2.91115991
June 15, 1997	9.88135647
December 15, 1997	2.58565175
June 15, 1998	10.20686470
December 15, 1998	2.22974110
June 15, 1999	10.56277534
December 15, 1999	8.90062988
June 15, 2000	3.89188651
December 15, 2000	1.51088443
June 15, 2001	11.28163195
December 15, 2001	1.51088443
June 15, 2002	11.28163195
December 15, 2002	1.09797401
June 15, 2003	11.69454237 (arrears)
June 15, 2003	12.79251638 (advance)
December 15, 2003	0.00000000

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 2
and Amendment

BASIC RENT
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.77082237
June 15, 1991	6.59739772
December 15, 1991	3.72989061
June 15, 1992	6.63832949
December 15, 1992	3.59406656
June 15, 1993	6.77415353
December 15, 1993	3.44555650
June 15, 1994	6.92266359
December 15, 1994	3.28317559
June 15, 1995	7.08504450
December 15, 1995	3.10562824
June 15, 1996	7.26259185
December 15, 1996	2.91149802
June 15, 1997	9.76077092
December 15, 1997	2.59163700
June 15, 1998	10.08063194
December 15, 1998	2.24190096
June 15, 1999	10.43036798
December 15, 1999	10.65152649
June 15, 2000	2.02074245
December 15, 2000	1.44891188
June 15, 2001	11.22335706
December 15, 2001	1.44891188
June 15, 2002	11.22335706
December 15, 2002	1.08747147
June 15, 2003	11.58479747 (arrears)
June 15, 2003	12.67226893 (advance)
December 15, 2003	0.00000000

SCHEDULE 2A
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003 the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003 the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a unit occurs after June 15, 2003 the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	108.33748023
December 15, 1990	109.36453548
June 15, 1991	107.28035696
December 15, 1991	107.84529310
June 15, 1992	105.33692653
December 15, 1992	105.71322299
June 15, 1993	102.77401679
December 15, 1993	103.03174708
June 15, 1994	99.69491058
December 15, 1994	99.86193847
June 15, 1995	96.10223193
December 15, 1995	96.17832863
June 15, 1996	91.97092284
December 15, 1996	92.00576019
June 15, 1997	85.08050435
December 15, 1997	85.18775125
June 15, 1998	77.73836477
December 15, 1998	77.99241143
June 15, 1999	69.99948592
December 15, 1999	63.43906853
June 15, 2000	61.69158601
December 15, 2000	62.24771080
June 15, 2001	53.08771138
December 15, 2001	53.24146066
June 15, 2002	43.71842356
December 15, 2002	44.01365472
June 15, 2003	33.83318623
December 15, 2003	21.67534769
June 15, 2004	22.53999999

SCHEDULE 2B
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Stipulated Loss Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Stipulated Loss Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	106.98756915
December 15, 1990	108.00707176
June 15, 1991	106.01178638
December 15, 1991	106.59324578
June 15, 1992	104.16560321
December 15, 1992	104.55938028
June 15, 1993	101.70704139
December 15, 1993	101.98173479
June 15, 1994	98.73721085
December 15, 1994	98.92031400
June 15, 1995	95.25924933
December 15, 1995	95.35060317
June 15, 1996	91.24842551
December 15, 1996	91.29638342
June 15, 1997	84.50421588
December 15, 1997	84.61836327
June 15, 1998	77.30492640
December 15, 1998	77.55893419
June 15, 1999	69.70996682
December 15, 1999	61.43081412
June 15, 2000	61.51484776
December 15, 2000	62.18187688
June 15, 2001	53.11817600
December 15, 2001	53.35937729
June 15, 2002	43.92448601
December 15, 2002	44.25105450
June 15, 2003	34.20534552
December 15, 2003	22.20847496
June 15, 2004	23.12000000

SCHEDULE 3A
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(OPEN TOP HOPPER CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4A hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3A shall be applicable in respect of the Open Top Hopper Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	107.91884491
December 15, 1990	108.92596550
June 15, 1991	106.82090307
December 15, 1991	107.36396085
June 15, 1992	104.83267411
December 15, 1992	105.18495898
June 15, 1993	102.22059781
December 15, 1993	102.45197528
June 15, 1994	99.08753111
December 15, 1994	99.22563668
June 15, 1995	95.43563060
December 15, 1995	95.47998496
June 15, 1996	91.23932530
December 15, 1996	91.23932530
June 15, 1997	84.27757322
December 15, 1997	84.34658599
June 15, 1998	76.85714475
December 15, 1998	77.06922931
June 15, 1999	69.03234354
December 15, 1999	62.42587258
June 15, 2000	60.63014350
December 15, 2000	61.13572432
June 15, 2001	51.92277412
December 15, 2001	52.02105119
June 15, 2002	42.43990040
December 15, 2002	42.67425060
June 15, 2003	32.43000211
December 15, 2003	20.20534648
June 15, 2004	20.99999999

SCHEDULE 3B
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal income tax consequences shall be earlier or later than the date assumed in originally calculating the applicable Termination Value, such value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule, the amount of any premium and breakage costs, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit occurs prior to June 15, 2003, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date; if the payment of Termination Value in respect of a Unit occurs on June 15, 2003, the Lessee shall also pay the Basic Rent (to the extent it is reflected as an arrears payment on Schedule 4B hereto) with respect to such Unit due on such Payment Date; if the payment of Termination Value in respect of a Unit occurs after June 15, 2003, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3B shall be applicable in respect of the Gondola Cars and 100-ton Woodchip Cars leased hereunder on the date hereof.

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	106.41126598
December 15, 1990	107.40332608
June 15, 1991	105.37929142
December 15, 1991	105.93063255
June 15, 1992	103.47143754
December 15, 1992	103.83215970
June 15, 1993	100.94519188
December 15, 1993	101.18360739
June 15, 1994	97.90107806
December 15, 1994	98.04436608
June 15, 1995	94.34159036
December 15, 1995	94.38924695
June 15, 1996	90.24129124
December 15, 1996	90.24129124
June 15, 1997	83.39888212
December 15, 1997	83.46039551
June 15, 1998	76.09181832
December 15, 1998	76.28806010
June 15, 1999	68.37857600
December 15, 1999	60.03602489
June 15, 2000	60.05364118
December 15, 2000	60.65109030
June 15, 2001	51.51449613
December 15, 2001	51.67933308
June 15, 2002	42.16444115
December 15, 2002	42.40719948
June 15, 2003	32.27368946
December 15, 2003	20.18483694
June 15, 2004	21.00000000

Exhibit A

SCHEDULE 4A
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(HOPPER CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.77231174
June 15, 1991	6.69429258
December 15, 1991	3.74738886
June 15, 1992	6.71921547
December 15, 1992	3.60860456
June 15, 1993	6.85799977
December 15, 1993	3.45685778
June 15, 1994	7.00974655
December 15, 1994	3.29093790
June 15, 1995	7.17566643
December 15, 1995	3.10952105
June 15, 1996	7.35708328
December 15, 1996	2.91115991
June 15, 1997	9.88135647
December 15, 1997	2.58565175
June 15, 1998	10.20686470
December 15, 1998	2.22974110
June 15, 1999	10.56277534
December 15, 1999	8.90062988
June 15, 2000	3.89188651
December 15, 2000	1.51088443
June 15, 2001	11.28163195
December 15, 2001	1.51088443
June 15, 2002	11.28163195
December 15, 2002	1.09797401
June 15, 2003	11.69454237 (arrears)
June 15, 2003	12.79251638 (advance)
December 15, 2003	0.00000000

SCHEDULE 4B
to
Lease and Indenture
Supplement No. 1

BASIC RENT
(GONDOLA CARS AND 100-TON WOODCHIP CARS)

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
June 15, 1990	0.00000000
December 15, 1990	3.77082237
June 15, 1991	6.59739772
December 15, 1991	3.72989061
June 15, 1992	6.63832949
December 15, 1992	3.59406656
June 15, 1993	6.77415353
December 15, 1993	3.44555650
June 15, 1994	6.92266359
December 15, 1994	3.28317559
June 15, 1995	7.08504450
December 15, 1995	3.10562824
June 15, 1996	7.26259185
December 15, 1996	2.91149802
June 15, 1997	9.76077092
December 15, 1997	2.59163700
June 15, 1998	10.08063194
December 15, 1998	2.24190096
June 15, 1999	10.43036798
December 15, 1999	10.65152649
June 15, 2000	2.02074245
December 15, 2000	1.44891188
June 15, 2001	11.22335706
December 15, 2001	1.44891188
June 15, 2002	11.22335706
December 15, 2002	1.08747147
June 15, 2003	11.58479747 (arrears)
June 15, 2003	12.67226893 (advance)
December 15, 2003	0.00000000

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS¹

Redemption Date	Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series A Notes)	Interest (Expressed as a Percentage of Original Principal Amount of Series A Notes)	Total Payment (Expressed as a Percentage of Original Principal Amount of Series A Notes)
6/15/1990	0.00000000	5.76072875	5.76072875
12/15/1990	0.00000000	4.67000000	4.67000000
6/15/1991	1.33939249	4.67000000	6.00939249
12/15/1991	0.00000000	4.60745037	4.60745037
6/15/1992	6.03382260	4.60745037	10.64127297
12/15/1992	0.00000000	4.32567086	4.32567086
6/15/1993	6.59738162	4.32567086	10.92305248
12/15/1993	0.00000000	4.01757313	4.01757313
6/15/1994	7.21357711	4.01757313	11.23115024
12/15/1994	0.00000000	3.68069908	3.68069908
6/15/1995	7.88732523	3.68069908	11.56802431
12/15/1995	0.00000000	3.31236100	3.31236100
6/15/1996	8.62400135	3.31236100	11.93636234
12/15/1996	0.00000000	2.90962013	2.90962013
6/15/1997	14.17192148	2.90962013	17.08154161
12/15/1997	0.00000000	2.24779140	2.24779140
6/15/1998	15.49557894	2.24779140	17.74337034
12/15/1998	0.00000000	1.52414786	1.52414786
6/15/1999	16.94286598	1.52414786	18.46701385
12/15/1999	<u>15.69413318</u>	<u>0.73291602</u>	<u>16.42704920</u>
TOTALS	100.00000000	69.08427241	169.08427241

1 Attached hereto are sub-Schedules of Mandatory Redemption and Interest Payments for each of the following groups of Railcars (each a "Railcar Group"): (i) the Open Top Hopper Cars and (ii) the Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

SCHEDULE 1
to
Series A Note

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS
(HOPPERS)

<u>Redemption Date</u>	Principal to be redeemed (Expressed as a Percentage of 64.08597093% of Original Principal Amount of Series A Notes)	Interest (Expressed as a Percentage of 64.08597093% of Original Principal Amount of Series A Notes)	Total Payment (Expressed as a Percentage of 64.08597093% of Original Principal Amount of Series A Notes)
June 15, 1990	0.00000000	6.27770892	6.27770892
December 15, 1990	0.00000000	4.67000000	4.67000000
June 15, 1991	1.10208715	4.67000000	5.77208715
December 15, 1991	0.00000000	4.61853253	4.61853253
June 15, 1992	6.13702249	4.61853253	10.75555502
December 15, 1992	0.00000000	4.33193358	4.33193358
June 15, 1993	6.71022049	4.33193358	11.04215407
December 15, 1993	0.00000000	4.01856628	4.01856628
June 15, 1994	7.33695504	4.01856628	11.35552132
December 15, 1994	0.00000000	3.67593048	3.67593048
June 15, 1995	8.02222667	3.67593048	11.69815715
December 15, 1995	0.00000000	3.30129250	3.30129250
June 15, 1996	8.77150263	3.30129250	12.07279512
December 15, 1996	0.00000000	2.89166332	2.89166332
June 15, 1997	14.39392636	2.89166332	17.28558968
December 15, 1997	0.00000000	2.21946696	2.21946696
June 15, 1998	15.73831900	2.21946696	17.95778597
December 15, 1998	0.00000000	1.48448747	1.48448747
June 15, 1999	17.20827800	1.48448747	18.69276547
December 15, 1999	14.57946217	0.68086088	15.26032306

SCHEDULE 1
to
Series A Note

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS
(GONDOLA, 100-TON WOODCHIP CARS)

<u>Redemption Date</u>	Principal to be redeemed (Expressed as a Percentage of 35.91402907% of Original Principal Amount of Series A Notes)	Interest (Expressed as a Percentage of 35.91402907% of Original Principal Amount of Series A Notes)	Total Payment (Expressed as a Percentage of 35.91402907% of Original Principal Amount of Series A Notes)
June 15, 1990	0.00000000	4.83821526	4.83821526
December 15, 1990	0.00000000	4.67000000	4.67000000
June 15, 1991	1.76284661	4.67000000	6.43284661
December 15, 1991	0.00000000	4.58767506	4.58767506
June 15, 1992	5.84966990	4.58767506	10.43734496
December 15, 1992	0.00000000	4.31449548	4.31449548
June 15, 1993	6.39602888	4.31449548	10.71052436
December 15, 1993	0.00000000	4.01580093	4.01580093
June 15, 1994	6.99341817	4.01580093	11.00921910
December 15, 1994	0.00000000	3.68920830	3.68920830
June 15, 1995	7.64660344	3.68920830	11.33581175
December 15, 1995	0.00000000	3.33211192	3.33211192
June 15, 1996	8.36079605	3.33211192	11.69290797
December 15, 1996	0.00000000	2.94166275	2.94166275
June 15, 1997	13.77576994	2.94166275	16.71743269
December 15, 1997	0.00000000	2.29833429	2.29833429
June 15, 1998	15.06242698	2.29833429	17.36076127
December 15, 1998	0.00000000	1.59491895	1.59491895
June 15, 1999	16.46925756	1.59491895	18.06417651
December 15, 1999	17.68318246	0.82580462	18.50898708

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS²

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of Original Principal Amount of Series B Notes)</u>	<u>Interest (Expressed as a Percentage of Original Principal Amount of Series B Notes)</u>	<u>Total Payment (Expressed as a Percentage of Original Principal Amount of Series B Notes)</u>
6/15/1990	0.00000000	5.92553647	5.92553647
12/15/1990	0.00000000	4.78500000	4.78500000
6/15/1991	0.00000000	4.78500000	4.78500000
12/15/1991	0.00000000	4.78500000	4.78500000
6/15/1992	0.00000000	4.78500000	4.78500000
12/15/1992	0.00000000	4.78500000	4.78500000
6/15/1993	0.00000000	4.78500000	4.78500000
12/15/1993	0.00000000	4.78500000	4.78500000
6/15/1994	0.00000000	4.78500000	4.78500000
12/15/1994	0.00000000	4.78500000	4.78500000
6/15/1995	0.00000000	4.78500000	4.78500000
12/15/1995	0.00000000	4.78500000	4.78500000
6/15/1996	0.00000000	4.78500000	4.78500000
12/15/1996	0.00000000	4.78500000	4.78500000
6/15/1997	0.00000000	4.78500000	4.78500000
12/15/1997	0.00000000	4.78500000	4.78500000
6/15/1998	0.00000000	4.78500000	4.78500000
12/15/1998	0.00000000	4.78500000	4.78500000
6/15/1999	0.00000000	4.78500000	4.78500000
12/15/1999	0.00000000	4.78500000	4.78500000
6/15/2000	0.00000000	4.78500000	4.78500000
12/15/2000	0.00000000	4.78500000	4.78500000
6/15/2001	0.00000000	4.78500000	4.78500000
12/15/2001	0.00000000	4.78500000	4.78500000
6/15/2002	26.51015831	4.78500000	31.29515831
12/15/2002	0.00000000	3.51648893	3.51648893
6/15/2003	73.48984169	3.51648893	77.00633062
12/15/2003	<u>0.00000000</u>	<u>0.00000000</u>	<u>0.00000000</u>
 TOTALS	 100.00000000	 127.79851432	 227.79851432

- 2 Attached hereto are sub-Schedules of Mandatory Redemption and Interest Payments for each of the following groups of Railcars (each a "Railcar Group"): (i) the Open Top Hopper Cars and (ii) the Gondola Cars, 70-Ton Woodchip Hopper Cars and 100-Ton Woodchip Hopper Cars.

SCHEDULE 1
to
Series B Note

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS
(HOPPER CARS)

<u>Redemption Date</u>	Principal to be redeemed (Expressed as a Percentage of 65.64184448% of Original Principal Amount of Series A Notes)	Interest (Expressed as a Percentage of 65.64184448% of Original Principal Amount of Series A Notes)	Total Payment (Expressed as a Percentage of 65.64184448% of Original Principal Amount of Series A Notes)
June 15, 1990	0.00000000	6.43229919	6.43229919
December 15, 1990	0.00000000	4.78500000	4.78500000
June 15, 1991	0.00000000	4.78500000	4.78500000
December 15, 1991	0.00000000	4.78500000	4.78500000
June 15, 1992	0.00000000	4.78500000	4.78500000
December 15, 1992	0.00000000	4.78500000	4.78500000
June 15, 1993	0.00000000	4.78500000	4.78500000
December 15, 1993	0.00000000	4.78500000	4.78500000
June 15, 1994	0.00000000	4.78500000	4.78500000
December 15, 1994	0.00000000	4.78500000	4.78500000
June 15, 1995	0.00000000	4.78500000	4.78500000
December 15, 1995	0.00000000	4.78500000	4.78500000
June 15, 1996	0.00000000	4.78500000	4.78500000
December 15, 1996	0.00000000	4.78500000	4.78500000
June 15, 1997	0.00000000	4.78500000	4.78500000
December 15, 1997	0.00000000	4.78500000	4.78500000
June 15, 1998	0.00000000	4.78500000	4.78500000
December 15, 1998	0.00000000	4.78500000	4.78500000
June 15, 1999	0.00000000	4.78500000	4.78500000
December 15, 1999	0.00000000	4.78500000	4.78500000
June 15, 2000	0.00000000	4.78500000	4.78500000
December 15, 2000	0.00000000	4.78500000	4.78500000
June 15, 2001	0.00000000	4.78500000	4.78500000
December 15, 2001	0.00000000	4.78500000	4.78500000
June 15, 2002	27.32905262	4.78500000	32.11405262
December 15, 2002	0.00000000	3.47730483	3.47730483
June 15, 2003	72.67094816	3.47730485	76.14825301
December 15, 2003	0.00000000	0.00000000	0.00000000

SCHEDULE 1
to
Series B Note

SCHEDULE OF MANDATORY REDEMPTION
AND INTEREST PAYMENTS
(GONDOLAS AND 100-TON WOODCHIP CARS)

<u>Redemption Date</u>	<u>Principal to be redeemed (Expressed as a Percentage of 34.35815552% of Original Principal Amount of Series B Notes)</u>	<u>Interest (Expressed as a Percentage of 34.35815552% of Original Principal Amount of Series B Notes)</u>	<u>Total Payment (Expressed as a Percentage of 34.35815552% of Original Principal Amount of Series B Notes)</u>
June 15, 1990	0.00000000	4.95735761	4.95735761
December 15, 1990	0.00000000	4.78500000	4.78500000
June 15, 1991	0.00000000	4.78500000	4.78500000
December 15, 1991	0.00000000	4.78500000	4.78500000
June 15, 1992	0.00000000	4.78500000	4.78500000
December 15, 1992	0.00000000	4.78500000	4.78500000
June 15, 1993	0.00000000	4.78500000	4.78500000
December 15, 1993	0.00000000	4.78500000	4.78500000
June 15, 1994	0.00000000	4.78500000	4.78500000
December 15, 1994	0.00000000	4.78500000	4.78500000
June 15, 1995	0.00000000	4.78500000	4.78500000
December 15, 1995	0.00000000	4.78500000	4.78500000
June 15, 1996	0.00000000	4.78500000	4.78500000
December 15, 1996	0.00000000	4.78500000	4.78500000
June 15, 1997	0.00000000	4.78500000	4.78500000
December 15, 1997	0.00000000	4.78500000	4.78500000
June 15, 1998	0.00000000	4.78500000	4.78500000
December 15, 1998	0.00000000	4.78500000	4.78500000
June 15, 1999	0.00000000	4.78500000	4.78500000
December 15, 1999	0.00000000	4.78500000	4.78500000
June 15, 2000	0.00000000	4.78500000	4.78500000
December 15, 2000	0.00000000	4.78500000	4.78500000
June 15, 2001	0.00000000	4.78500000	4.78500000
December 15, 2001	0.00000000	4.78500000	4.78500000
June 15, 2002	24.94564670	4.78500000	29.73064670
December 15, 2002	0.00000000	3.59135081	3.59135081
June 15, 2003	75.05435330	3.59135081	78.64570411
December 15, 2003	0.00000000	0.00000000	0.00000000